

June 17, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXTEND AGREEMENT NO. 71696 FOR VICTIM ACCESS
NOTIFICATION SERVICES WITH APPRISS INCORPORATED
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (x) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached contract amendment extending the term and adding the jury service requirement to Agreement No. 71696 with Appriss Incorporated. The Amendment continues Appriss' responsibility to provide automated victim notification services to crime victims in Los Angeles County for a period of three (3) years, with two (2) one-year options to extend, for an annual cost of \$319,590 for the first three years and \$338,766 annually for the two (2) optional extension years, effective July 1, 2003, for a maximum contract sum of \$1,636,302.
2. Delegate authority to the Sheriff to exercise the optional two (2) one-year extensions if, in the Sheriff's discretion, such action would be in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of this action is to extend Board Agreement No. 71696 to allow Appriss Incorporated, the current Contractor, to continue to provide automated victim notification services to Los Angeles County crime victims.

This service provides notice to crime victims throughout Los Angeles County, particularly to victims of domestic violence, stalking, and rape of the release and/or transfer of their attackers. In more than 75 percent of all reported cases, victims of domestic violence, stalking, and rape are injured or killed by individuals with whom they have had a relationship. From the inception of the service in January 1999, anonymous registrants have received more than 19,000 successful notifications. Notification has been mandated since January 1, 1995, by *California Penal Code*, Section 646.92.

The Sheriff's Department contacted several law enforcement agencies throughout California, and Appriss Incorporated continues to be the only firm providing this service.

Implementation of Strategic Plan Goals

The victim notification services provided under this Agreement support the County's Strategic Goals for Service Excellence by providing the public with access to vital crime safety information.

Victim Access Notification Services has been added to the Sheriff's Department's Fiscal Year 2003-2004 Business Automated Plan. Victim Access Notification Services is included in the Sheriff's Department's Fiscal Year 2003-2004 information technology budget.

FISCAL IMPACT/FINANCING

The maximum amount payable for the services provided through this Agreement extension will be \$1,636,302 over the entire term, including the two (2) annual extension options.

Funding in the amount of \$319,590 for the first year is budgeted in the Sheriff's Department's Fiscal Year 2003-04 budget. Funds will be allocated each year in the Sheriff's Department's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In March of 1997, the Board directed the Sheriff's Department to establish a Domestic Violence Notification Committee to examine the feasibility of acquiring a domestic violence early warning system.

The Committee identified the requirements necessary for a viable system that could furnish inmate data via an interface with the Sheriff's Automated Justice Information System. In 1998 Los Angeles County Sheriff's Department issued a Request for Proposal and the Agreement was awarded by your Board to Interactive Systems, LLC to provide automated victim notification services to victims of crimes. During the term of that Agreement, Interactive Systems, LLC changed its name to Appriss Incorporated. The amendment will extend the current agreement and add the Board's requirement for support of the County's jury service system and the Safely Surrendered Baby Law.

Appriss Incorporated has been notified that if it provides any task, deliverables, goods, services, or other work, other than as specified in this Contract, it shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County. Further, the Contractor will not be asked to perform services that exceed the Agreement amount, scope of work, or contract dates.

The Honorable Board of Supervisors

June 17, 2003

Page 4

Appriss Incorporated is in compliance with all Board, CAO, and County Counsel requirements.

County Counsel has reviewed and approved this amendment as to form.

CONTRACTING PROCESS

In 1998 when the RFP was released, Appriss Incorporated was the only firm to respond since their firm was the only one providing this service. The Sheriff's Department contacted several law enforcement agencies throughout California, and it was determined that Appriss Incorporated continues to be the sole provider of this service.

It would not be cost effective to create a new system because the Victim Access Notification System interfaces with the Sheriff's Department's Automated Justice Information System that is already in place and functioning properly.

IMPACT ON CURRENT SERVICES

Approval of this Amendment will ensure continued and uninterrupted victim notification services to Los Angeles County, particularly for victims of domestic violence, stalking, and rape. Also, the Sheriff's Department will ensure compliance with the *California Penal Code*, Section 646.92.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and two original executed copies of this Amendment to the Sheriff's Department's Contracts Administration Unit, for further processing.

Respectfully submitted,

Reviewed by:

LEROY D. BACA
SHERIFF

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER
(See Attached Analysis)

LDB:PKT:PAH:JT:JC:IC:BJ:bjj

(Fiscal Administration - Contracts Unit)

c: Justice Deputies

Executive Officer, Board of Supervisors

Lloyd W. Pellman, County Counsel

J. Tyler McCauley, Auditor-Controller

Jon W. Fullinwider, Chief Information Officer

Brian Mahan, Departmental Analyst, Chief Administrative Office

Paul K. Tanaka, Chief, Administrative Services Division

Henry Arevalo, Director, Records & Identification Bureau

Patricia A. Hawkins, Director, Fiscal Administration

James Oneal, Lieutenant, Data Systems Bureau

Judi Thomas, Assistant Director, Fiscal Administration

Arthur Davis, A/Asst. Director, Fiscal Administration

Joe Cruz, Manager, Contracts Administration Unit

Irma Cobos, Assistant Manager, Contracts Administration Unit

Betty Jackson, Contract Analyst, Contracts Administration Unit

Chrono File

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NO. 1 TO AGREEMENT NO. 71696 FOR VICTIM ACCESS NOTIFICATION SERVICES WITH APPRISS INCORPORATED

This Amendment Number 1 ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Appriss Incorporated, (hereinafter "CONTRACTOR"), effective as of July 1, 2003, based on the following recitals:

- A. WHEREAS, on August 4, 1998, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 71696 (hereinafter "AGREEMENT") to provide victim notification services for Los Angeles County;
- B. WHEREAS, this AGREEMENT currently expires on June 30, 2003; and
- C. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT;

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

3. The AGREEMENT shall be extended for an additional period of three (3) years, with two (2) one year options, effective as of July 1, 2003.
4. The maximum amount payable for the services provided through this AMENDMENT shall not exceed \$319,590 annually for the first three (3) years, and \$338,766 annually for the two (2) optional years. The total contract sum for the additional period shall not exceed \$1,636,302.
5. Add Subsection 7.1, to Section 7.0 (Contract Sum). Subsection 7.1 shall read:
 - 7.1 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this AGREEMENT. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.
6. Add a new Section 53.0 Compliance with the Jury Service Program after Section 52.0. Section 53.0 shall read:

53.0 COMPLIANCE WITH THE JURY SERVICE PROGRAM

53.1 Jury Service Program

This AGREEMENT is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

53.2 Written Employee Jury Service Policy

53.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service.

53.2.2 For purposes of this Section 53.0, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

53.2.3 If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the AGREEMENT, the subcontractor shall also be subject of the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract AGREEMENT and a copy of the Jury Service Program shall be attached to the AGREEMENT.

53.2.4 If CONTRACTOR is not required to comply with the Jury Service Program when the AGREEMENT commences, CONTRACTOR shall have the continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the AGREEMENT and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

53.2.5 CONTRACTOR's violation of this Section may constitute a material breach of the AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the AGREEMENT and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

7. Add a new Section 54.0 Safely Surrendered Baby Law after Section 53.0. Section 54 shall read:

54.0 SAFELY SURRENDERED BABY LAW

☐ ☐ 54.1 Notice to employees regarding the Safely Surrendered Baby Law

☐ The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely

surrender a baby. The fact sheet is set forth in *Exhibit F* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

54.2 Contractor's acknowledgment of county's commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

Except as expressly provided in this Amendment Number 1, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

CONTRACTOR represents and warrants that the person executing this Amendment Number 1 for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

AMENDMENT NO. 1 TO AGREEMENT NO. 71696

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number 1 to be executed on its behalf by its duly authorized officers, effective as of July 1, 2003.

THE COUNTY OF LOS ANGELES

By:

_____ Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer/Clerk
Board of Supervisors

APPRISS INCORPORATED

By:

PRINT NAME: _____

By: _____
Deputy

TITLE:

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By:
____ Gary Gross
____ Senior Deputy County Counsel____